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8 Attorneys for Nugget Construction Co.  
9 Inc. and USF&G, Defendants

10 IN THE UNITED STATES DISTRICT COURT  
11 FOR THE DISTRICT OF ALASKA AT ANCHORAGE

12 UNITED STATES OF AMERICA for the use of )  
13 NORTH STAR TERMINAL & STEVEDORE )  
14 COMPANY, d/b/a NORTHERN STEVEDORING & )  
15 HANDLING, and NORTH STAR TERMINAL & )  
16 STEVEDORING COMPANY, d/b/a Northern )  
17 Stevedoring & Handling, on its own behalf, )

18 Plaintiff, )

19 and )

20 UNITED STATE OF AMERICA for the use of )  
21 SHORESIDE PETROLEUM INC., d/b/a Marathon )  
22 Fuel Service, and SHORESIDE PETROLEUM INC., )  
23 d/b/a Marathon Fuel Service, on its own behalf, )

24 Intervening Plaintiffs, )

25 and )

METCO, INC., )

Intervening Plaintiff, )

vs. )

NUGGET CONSTRUCTION INC.; SPENCER ROCK )  
PRODUCTS INC.; UNITED STATES FIDELITY AND )  
GUARANTY COMPANY; and ROBERT A. LAPORE, )

Defendants. )  
\_\_\_\_\_)

No. 3:98-cv-00009-TMB

NUGGET'S OBJECTIONS TO  
PLAINTIFF NORTH STAR'S  
EXHIBITS

1 Defendant Nugget Construction Inc. moves the court to exclude the following  
2 exhibits from the trial for the reasons stated herein (exhibit descriptions are as provided  
3 by North Star in Docket No. 728):

4 **Exhibit No. 1, USF&G Master Surety Agreement dated 5/8/95**

5 This exhibit is the contract between Defendants Nugget (along with J.T.  
6 Construction and John F. Terwilliger) and USF&G defining the obligations and  
7 commitments between them concerning bonds issued by USF&G as surety, with  
8 Nugget as the principal. Nugget objects to this exhibit on the basis of relevance. The  
9 terms of the contractual relationship between Nugget and USF&G do not make any of  
10 the facts required to prove any of the claims or defenses in this litigation more or less  
11 probable. FRE 401. Plaintiff's suit requires proof of the bond issued by USF&G for the  
12 project, but the bond is entirely separate from the Master Surety Agreement, which has  
13 nothing to do with plaintiff's ability to recover from USF&G.

14 **Exhibit No. 12, Memo 4/3/97 from Island Tug to NCI re ZB 286**

15 This exhibit is an e-mail sent from "Frank" at Island Tug and Barge to  
16 "NCI@Alaska.net. Nugget objects to this exhibit on the basis of foundation. There is no  
17 indication from the exhibit whether anyone at Nugget ever received the e-mail, nor is  
18 there evidence that any of the witnesses designated by Plaintiff to testify at trial ever  
19 saw this e-mail.

20 **Exhibit No. 25, Metco, Inc. invoices to Spencer Rock forwarded to Nugget**  
21 **Construction 6/27/97**

22 This exhibit is a transmittal sheet forwarding Metco's invoices to Spencer Rock  
23 Products to Nugget. Nugget's objections to this exhibit are set forth in its Motion in  
24 Limine Respecting Claims by and/or Settlement with Second Tier Vendors (Docket No.  
25 721).

**Exhibit No. 29, Letter 7/31/97 from Metco to Corp of Engineers**

This exhibit is a letter from Metco to the Corp of Engineers explaining that it had not been paid by Spencer Rock Products for labor and materials it supplied to Spencer Rock Products. Nugget's objections to this exhibit are set forth in its Motion in Limine Respecting Claims by and/or Settlement with Second Tier Vendors (Docket No. 721).

**Exhibit No. 33, Letter 8/6/97 from Nugget to US Army Corps Engineers**

This exhibit is a letter from Nugget to the Corp of Engineers responding to the Corps inquiry about Metco's payment status. Nugget's objections to this exhibit are set forth in its Motion in Limine Respecting Claims by and/or Settlement with Second Tier Vendors (Docket No. 721).

**Exhibit No. 36, Letter 8/16/97 from Dept. of Army to Nugget re letter from Metco**

This is a letter from the Corps of Engineers to Nugget regarding Metco's payment issues. Nugget's objections to this exhibit are set forth in its Motion in Limine Respecting Claims by and/or Settlement with Second Tier Vendors (Docket No. 721).

**Exhibit No. 38, Letter 8/26/97 from Dept of Army to Nugget re Spencer Rock**

This is a letter from the Corps of Engineers to Nugget regarding the withholding of payments from Spencer Rock Products. Nugget's objections to this exhibit are set forth in its Motion in Limine Respecting Letter from Corps of Engineers Administrative Contracting Officer Thomas A. Johnson, P.E. and Related Testimony (Docket No. 722).

**Exhibit No. 41, Letter 8/28/97 from Shoreside Petroleum to US Army Corp of Engineers**

This is a letter from Shoreside Petroleum to the Corps of Engineers explaining that it had not been paid by Spencer Rock Products for labor and materials it supplied to Spencer Rock Product. Nugget's objections to this exhibit are set forth in its Motion in

1 Limine Respecting Claims by and/or Settlement with Second Tier Vendors (Docket No.  
2 721).

3 **Exhibit No. 47, Letter 9/16/97 from Nugget to Robert LaPore re Corps Serial**  
4 **Letter RRO/44**

5 This is a letter from the Nugget to Spencer Rock Products regarding Shoreside  
6 Petroleum's payment issues. Nugget's objections to this exhibit are set forth in its  
7 Motion in Limine Respecting Claims by and/or Settlement with Second Tier Vendors  
8 (Docket No. 721).

9 **Exhibit No. 50, Letter 10/1/97 from Shoreside Petroleum to Nugget**

10 This is a letter from Shoreside Petroleum to Nugget regarding Shoreside  
11 Petroleum's payment issues with Spencer Rock Products. Nugget's objections to this  
12 exhibit are set forth in its Motion in Limine Respecting Claims by and/or Settlement with  
13 Second Tier Vendors (Docket No. 721).

14 **Exhibit No. 51, Letter 10/1/97 from Chugach Rock Corporation to USF&G**

15 This is a letter from Chugach Rock Corporation to USF&G explaining that  
16 Chugach Rock Corporation had not been paid by Spencer Rock Products. Nugget's  
17 objections to this exhibit are set forth in its Motion in Limine Respecting Claims by  
18 and/or Settlement with Second Tier Vendors (Docket No. 721).

19 **Exhibit No. 52, Letter 10/3/97 from Chugach Rock Corporation to US Army**  
20 **Engineers**

21 This is a letter from Chugach Rock Corporation to the Corps of Engineers  
22 explaining that Chugach Rock Corporation had not been paid by Spencer Rock  
23 Products. Nugget's objections to this exhibit are set forth in its Motion in Limine  
24 Respecting Claims by and/or Settlement with Second Tier Vendors (Docket No. 721).  
25

**Exhibit No. 56, Letter 11/26/97 from Shoreside Petroleum to USF&G**

This is a letter from Shoreside Petroleum to USF&G regarding Shoreside Petroleum's payment issues with Spencer Rock Products. Nugget's objections to this exhibit are set forth in its Motion in Limine Respecting Claims by and/or Settlement with Second Tier Vendors (Docket No. 721).

**Exhibit No. 57, Letter 12/16/97 from Shoreside Petroleum to USF&G enclosing Proof of Claim form**

This is a letter from Shoreside Petroleum to Nugget regarding Shoreside Petroleum's payment issues with Spencer Rock Products. Nugget's objections to this exhibit are set forth in its Motion in Limine Respecting Claims by and/or Settlement with Second Tier Vendors (Docket No. 721).

**Exhibit No. 58, Letter 3/12/98 from Chugach Rock Corporation to USF&G**

This is a letter from Chugach Rock Corporation to USF&G arguing that Chugach Rock Corporation was entitled to payment under the bond. Nugget's objections to this exhibit are set forth in its Motion in Limine Respecting Claims by and/or Settlement with Second Tier Vendors (Docket No. 721).

**Exhibit No. 63, Nugget Balance sheet 1/27/06**

This exhibit is a copy of Nugget's Balance sheet as of December 31, 2005. Nugget's objections to this exhibit are set forth in its Motion in Limine Respecting Punitive Damages Claims (Docket No. 732).

**Exhibit No. 64, Video Deposition of Randy Randolph (to be taken)**

Nugget reserves its objections until the deposition is taken.

1           **Exhibit No. 65, Letter 8/6/97 from Quality Assurance Branch – Construction,**  
2           **US Army Engineers, to Nugget Construction**

3           This is a letter from the Corps of Engineers to Nugget regarding Metco's payment  
4           issues. Nugget's objections to this exhibit are set forth in its Motion in Limine  
5           Respecting Claims by and/or Settlement with Second Tier Vendors (Docket No. 721).

6           **Exhibit No. 66, Letter 8/25/97 from Quality Assurance Branch –**  
7           **Construction, US Army Engineers, to Nugget Construction**

8           This is a letter from the Corps of Engineers to Nugget regarding the title to off-  
9           site materials included in a pay application. Nugget objects to this exhibit as being  
10          irrelevant. The exhibit does not prove or disprove any of the claims or defenses in this  
11          litigation. FRE 401.

12          **Exhibit No. 67, Letter 9/9/97 from Quality Assurance Branch – Construction,**  
13          **US Army Engineers, to Nugget Construction**

14          This is a letter from the Corps of Engineers to Nugget regarding Shoreside  
15          Petroleum's payment issues with Spencer Rock Products. Nugget's objections to this  
16          exhibit are set forth in its Motion in Limine Respecting Claims by and/or Settlement with  
17          Second Tier Vendors (Docket No. 721).

18          **Exhibit No. 68, Letter 9/29/97 from Quality Assurance Branch –**  
19          **Construction, US Army Engineers, to Nugget Construction**

20          This is a letter from the Corps of Engineers to Nugget regarding Spencer Rock  
21          Products' statement to the government that Nugget still owes Spencer Rock Products  
22          sums for the project. Nugget objects to this exhibit as being irrelevant. The exhibit  
23          does not prove or disprove any of the claims or defenses in this litigation. FRE 401.

1  
2 Dated: July \_\_\_\_, 2007

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4  
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*U.S. ex rel. North Star et al. v. Nugget Construction et al.*

Case No. 3:98-cv-00009-TMB

NUGGET'S OBJECTIONS TO PLAINTIFF NORTH STAR'S EXHIBITS -- Page 7 of 8

CERTIFICATE OF SERVICE

I hereby certify that on this 9th day of July, 2007,  
a true and correct copy of the foregoing was  
served electronically on:

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By: /s/ Thomas R. Krider

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